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Facsimile: 503-827-7600
Attorneys for U.S. Bank National Association

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

LAWRENCE JAMES SACCATO,

Plaintiff Pro Se,

Case No. 6:10-cv-06244-AA

v.

U.S. BANK NATIONAL ASSOCIATION
N.D., et al. Defendants.

DECLARATION OF STEPHANIE
BUCKLEY

I, Stephanie Buckley, do attest and declare:

1. I am the Vice President of Retail Payment Solutions Collections Support for U.S. Bank National Association ND. I am over 18 years of age and am competent to make the statements in this Declaration. If called to testify in court, I would testify as set forth herein.
2. In my capacity as Vice President, I oversee the collections support group of 50 employees. In addition to other responsibilities, my group is responsible for responding to all credit bureau disputes related to credit cards and unsecured lines of credit.
3. I understand that Lawrence Saccato has sued U.S. Bank alleging that it has violated the Fair Credit Reporting Act. I have reviewed documents related to those allegations

and am familiar with Mr. Saccato's claim. I understand that Mr. Saccato has complained to the credit reporting agencies that U.S. Bank was reporting certain credit card accounts as delinquent that Mr. Saccato claimed were not his.

4. I have reviewed bank records related to this dispute. U.S. Bank uses a program known as E-Oscar. E-Oscar is a vehicle through which dispute information is transferred between credit reporting bureaus and data furnishers like the bank. The system was developed in response to the Fair Credit Reporting Act which requires national consumer reporting agencies to implement an automated system through which banks may report the results of a dispute. As a part of that system, the bank has access to records related to disputes and investigations.

5. I have reviewed E-Oscar records related to Mr. Saccato's claim. According to those records, U.S. Bank received notice of the dispute on April 21, 2010 from Experian and Transunion. U.S. Bank thereafter conducted an investigation and on April 23, 2010 reported the results of that investigation to both Experian and Transunion.

6. When a dispute, like Mr. Saccato's, is received from one of the credit bureaus, the bank immediately investigates. Any identifying information that is listed within the dispute is used to look up the customer in the U.S. Bank systems or in the other public record systems (Lexis Nexis or FastData) that we have access to. Demographic information is verified to ensure the correct customer has been located, and then it is determined which account's history is being disputed – open date, balance amount, credit limit delinquencies, etc.

7. The disputed information is then compared to the actual account history. The system information is reviewed, the notes are read, along with verifying whether any other disputes have been submitted on the account in the past. An update will be performed if the disputed item is actually being reported incorrectly or if there had been a bank error.

8. In addition, after this case was filed, I conducted an additional investigation which further confirms that the accounts are in fact Mr. Saccato's and that his contrary claims are completely without merit. I have located an account application for one of his DBA's, Kendall Holdings, that is signed by him and lists a prior address for him. A true and correct copy of that account application is attached as Exhibit A.

9. I have located the account statements for all of the credit card accounts that identify Mr. Saccato as the primary account holder. One of these accounts lists a plane ticket that was purchased in Mr. Saccato's name. True and correct copies of account statements from each of the accounts are attached as Exhibit B, including the account statement identifying the plane ticket purchased in Mr. Saccato's name.

10. I have located copies of checks used to pay down the balance of some of these accounts which were written from Mr. Saccato's own checking accounts and appear to be signed by him. True and correct copies of three of those checks are attached as Exhibit C.

11. I am aware of no further investigation I could perform to confirm that these accounts are in fact Mr. Saccato's. I have not seen anything in the file that indicates Mr. Saccato has provided us with any reason to dispute that these accounts are in fact his.

The foregoing statements are made under penalty of perjury on this 30th day of September, 2011, at St. Louis, Missouri.


Stephanie Buckley



USB/SACC 001321

PRESCREEN & OPT-OUT NOTICE

Information in your consumer credit report was used to extend this offer of credit to you. You received this offer of credit because you satisfied our criteria for creditworthiness. Please know that this offer may not be extended after you respond if you do not continue to meet the criteria by which you were selected, or if new information indicates that you no longer meet the criteria. You have a right to prohibit information in your credit report at any consumer reporting agency from being used to send you offers of credit which you did not request. You can exercise this right by notifying the three major credit reporting agencies: Equifax, Experian and TransUnion. Call toll-free 1-888-5OPTOUT (1-888-567-8688). Or write to: TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; Experian Consumer Opt Out, P.O. Box 919, Allen, TX 75013 or call 1-888-567-8688.

**Call:** 1-888-777-4444**Fax:** 1-800-670-4834**Mail:** Use the enclosed postage-paid envelope**Visit:** www.usbank.com/2006usb3

January Statement for activity from Dec. 23, 2005 through Jan. 25, 2006 Inquiries: 1-866-485-4545
 EMERALD INVESTMENT CO, LAWRENCE J SACCATO (CPN 000294882) BUS 816 Page 1 of 2

Your U.S. Bank Visa® Business Card account at a glance Account: 4833 4920 0009 7646

Activity Summary

Previous Balance.....	\$1,894.13
Payments and Credits.....	\$250.00
Purchases, Advances & Other Debits.....	\$2,242.74
FINANCE CHARGES.....	\$45.70
New Balance.....	\$3,932.57

Credit and Payment Information

Credit Line.....	\$17,000.00
Available Credit.....	\$13,067.43
Minimum Payment Due (Current Month).....	\$79.00
Minimum Payment Due (Past Due).....	\$0.00
Total New Minimum Payment Due.....	\$79.00
Payment Due Date.....	Feb. 19, 2006

To reduce or avoid paying additional finance charges on your purchase balance, pay the total new balance of \$3,932.57 by 02/19/06.
 Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation
Payments and Credits					
01/11	01/11	0151	PAYMENT THANK YOU.....	\$250.00	CR
Purchases, Advances, Debits					
12/23	12/21	4521	US AIRWAY0371289575332 ATLANTA GA.....	\$505.04	
			CURRIE/VALYNN 01/16/06		
			PHOENIX ARIZ TO PHOENIX ARIZ		
			PHOENIX ARIZ TO MAZATLAN MEX		
			MAZATLAN MEX TO PHOENIX ARIZ		
			PHOENIX ARIZ TO PORTLAND ORE		
12/23	12/21	4704	US AIRWAY0371289575723 ATLANTA GA.....	\$598.04	
			SACCATO/LAWREN 01/16/06		
			MAZATLAN MEX TO PHOENIX ARIZ		
			PHOENIX ARIZ TO MAZATLAN MEX		
			MAZATLAN MEX TO PORTLAND ORE		
12/23	12/22	8883	EXPEDIA*SERVICE FEES 800-367-3476 NV.....	\$5.00	
12/23	12/22	0293	EXPEDIA*SERVICE FEES 800-367-3476 NV.....	\$5.00	
01/17	01/13	3549	SHERWIN WILLIAMS #8118 ROSEBURG OR.....	\$1,129.66	
Finance Charges					
01/25			***FINANCE CHARGE***INTEREST.....	\$45.70	

Continued on Next Page

DUPLICATE REPRINTED STATEMENT Please detach and send coupon with payment.

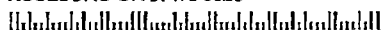
CPN 000294882



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To change your address or for
 Cardmember Service please call:
 1-866-485-4545 Every Hour! Every Day!

EMERALD INVESTMENT CO
 LAWRENCE J SACCATO
 1553 KENDALL ST
 ROSEBURG OR 97470-5323



00009892

Your Account Number:	4833 4920 0009 7646
Total New Balance:	\$3,932.57
Minimum Payment Due:	\$79.00
Payment Due Date:	Feb. 19, 2006
Enter Amount to be paid (in dollars)	
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U.S. Bank

P.O. Box 790408
 St. Louis, MO 63179-0408



USB/SACC 000208

January Statement for activity from Dec. 23, 2005 through Jan. 25, 2006
 EMERALD INVESTMENT CO, LAWRENCE J SACCATO (CPN 000294882)

Inquiries: 1-866-485-4545
 Page 2 of 2

Company Approval (This area for use by your company)

Signature/Approval: _____ Accounting Code: _____

Rate Summary								
Balance Type	Balance By Type	Avg Daily Balance	Daily Periodic Rate	Rate Type	Interest	Corresp. APR	APR This Period	Grace Period
BALANCE TRANSFER	\$0.00	\$0.00	0.040383%	VARIABLE	\$0.00	14.74%	0.00%	N
PURCHASES	\$3,932.57	\$3,328.84	0.040383%	VARIABLE	\$45.70	14.74%	14.74%	Y
ADVANCES	\$0.00	\$0.00	0.055452%	VARIABLE	\$0.00	20.24%	0.00%	N

Important Messages

Thank you for your business in 2005. We are committed to providing you the highest level of customer service and look forward to serving your financial needs in 2006.

Remember to use your Visa Business Card to pay monthly bills like phone, utilities, equipment rental, and memberships. Avoid the hassle of writing checks and missing payments. For a complete listing of merchants that accept Visa for payment, visit www.visa.com/billpay.

To contact us regarding your account: 4833 4920 0009 7646



By Telephone:
Every Hour! Every Day!
 Voice: 1-866-485-4545
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053



Send Inquiries to:
 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353



Send Payments to:
 U.S. Bank
 P.O. Box 790408
 St. Louis, MO 63179-0408



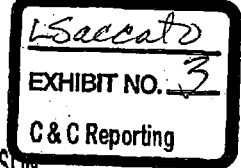
By E-Mail:
 visit our website:
usbank.com

End of Statement

USB/SACC 000209



HARLEY-DAVIDSON
HIGH PERFORMANCE VISA®



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
BNK 35 Page 1 of 2

Your Harley-Davidson® High-Performance Visa® Card account at a glance
Account: 4190 0403 3609 2638

Activity Summary		Payment Information	
Previous Balance	\$10,061.75	New Balance	\$9,559.55
Payments	\$0.00	Minimum Payment Due (Current Month)	\$0.00
Other Credits	\$0.00	Minimum Payment Due (Past Due)	\$0.00
Purchases	\$0.00	Total New Minimum Payment Due	\$0.00
Balance Transfers	\$0.00	Payment Due Date	Jun. 25, 2011
Advances	\$0.00	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.	
Other Debits	\$0.00		
Past Due Amount	\$0.00		
Fees Charged	\$0.00		
Interest Charged	\$0.00		
New Balance	\$9,559.55		
Credit Line	None		
Available Credit	None		
Statement Close Date	May 31, 2011		
Days in Billing Cycle	32		

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$9,559.55 by 06/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank



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To change your address or for
Cardmember Service please call:
1-800-699-2281 Every Hour! Every Day!

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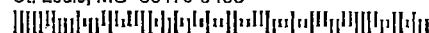
LARRY J SACCATO
PO BOX 143
GLIDE OR 97443-0143



Your Account Number:	4190 0403 3609 2638
Total New Balance:	\$9,559.55
Minimum Payment Due:	\$0.00
Payment Due Date:	Jun. 25, 2011
Early Amount Due Payment Enclosed:	

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408



USB/SACC 000686

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
 - ▶ **Dollar amount:** The dollar amount of the suspected error.
 - ▶ **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
- ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000687



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$11,215.43	\$0.00	YES	\$0.00	0.00%		YES
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account: 1-800-699-2281

By Telephone:
Every Hour! Every Day!
Voice: 1-800-699-2281
TDD: 1-888-352-6455
Fax: 1-866-568-7729

Send Inquiries to:
Cardmember Service
P.O. Box 6339
Fargo, ND 58125-6339

Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

Your Account Online:
h-dvsa.com

End of Statement

USB/SACC 000688



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LAWRENCE J SACCATO

Inquiries: 1-888-852-5786
BNK 35 Page 1 of 2

Your U.S. Bank Credit Line account at a glance Account: 4190 0808 6670 0614

Activity Summary

Previous Balance	\$33,763.74
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers	\$0.00
Advances	\$0.00
Other Debits	\$0.00
Past Due Amount	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00

New Balance	\$32,681.21
Credit Line	None
Available Credit	None
Statement Close Date	May 31, 2011
Days in Billing Cycle	32

Payment Information

New Balance	\$32,681.21
Minimum Payment Due (Current Month)	\$0.00
Minimum Payment Due (Past Due)	\$0.00
Total New Minimum Payment Due	\$0.00
Payment Due Date	Jun. 25, 2011

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.

To avoid late charges, your payment must be posted by the due date of 06/25/11. Paying the new balance will not pay off your account. If you wish to pay your account in full, please call Customer Service for the payoff amount.

2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank

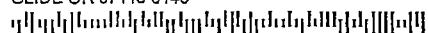


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To change your address or for
Customer Service please call:
1-888-852-5786 **Every Hour! Every Day!**

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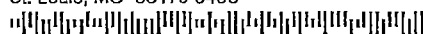
LAWRENCE J SACCATO
PO BOX 143
GLIDE OR 97443-0143



Your Account Number:	4190 0808 6670 0614
Total New Balance:	\$32,681.21
Minimum Payment Due:	\$0.00
Payment Due Date:	Jun. 25, 2011
Enter Amount of Payment Enclosed:	

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408



USB/SACC 000239

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account Information:** Your name and account number.
 - ▶ **Dollar amount:** The dollar amount of the suspected error.
 - ▶ **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
- ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

Note for Premier Line Plus Accounts: If your periodic statement shows a tiered balance in the Interest Charge Calculation Section, the interest portion of the periodic interest charge is calculated as noted above, with the following exceptions: The Standard Rate Average Daily Balances will be calculated individually by Purchase, Advance and Balance Transfer. The Tier One Price Discount and Tier Two Price Discount Average Daily Balances will be calculated individually by the rate tier.

2. Payment Information: Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000240



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LAWRENCE J SACCATO

Inquiries: 1-888-852-5786
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$274.77	\$0.00	YES	\$0.00	0.00%		NO
**ADVANCES	\$36,918.64	\$0.00	YES	\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account: 4190 0808 6670 0614

By Telephone:
Every Hour! Every Day!
Voice: 1-888-852-5786
TDD: 1-800-846-2580
Fax: 1-868-568-7729

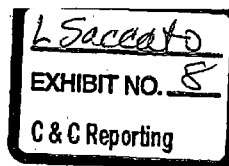
Send Inquiries to:
Customer Service
P.O. Box 6352
Fargo, ND 58125-6352

Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

By E-Mail:
visit our website:
usbank.com

End of Statement

USB/SACC 000241



HARLEY-DAVIDSON®
HIGH PERFORMANCE VISA®



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
BNK 35 Page 1 of 2

Your Harley-Davidson® High Performance Visa® Card account at a glance
Account: 4190 0403 3596 3755

Activity Summary

Previous Balance	\$7,437.24
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers	\$0.00
Advances	\$0.00
Other Debits	\$0.00
Past Due Amount	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00

New Balance	\$7,221.72
Credit Line	None
Available Credit	None
Statement Close Date	May 31, 2011
Days in Billing Cycle	32

Payment Information

New Balance	\$7,221.72
Minimum Payment Due (Current Month)	\$0.00
Minimum Payment Due (Past Due)	\$0.00
Total New Minimum Payment Due	\$0.00
Payment Due Date	Jun. 25, 2011

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$7,221.72 by 06/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

2011 Totals Year-to-Date

Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank

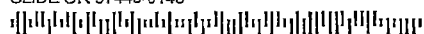


074190040335963755000000000000007221720

To change your address or for
Cardmember Service please call:
1-800-699-2281 **Every Hour! Every Day!**

000025858 1 SP 106481101604217 S

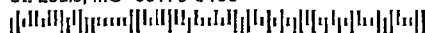
LARRY J SACCATO
PO BOX 143
GLIDE OR 97443-0143



Your Account Number:	4190 0403 3596 3755
Total New Balance:	\$7,221.72
Minimum Payment Due:	\$0.00
Payment Due Date:	Jun. 25, 2011
Enter Amount of Payment (Endorse)	

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408



USB/SACC 000390

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
- ▶ **Dollar amount:** The dollar amount of the suspected error.
- ▶ **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000391


**HARLEY-DAVIDSON®
HIGH PERFORMANCE VISA®**


May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$8,493.90	\$0.00	YES	\$0.00	0.00%		YES
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the inquiries phone number located on this statement.

To contact us regarding your account: 4190 0403 3596 3755

By Telephone:
Every Hour! Every Day!
Voice: 1-800-699-2281
TDD: 1-888-352-6455
Fax: 1-866-568-7729

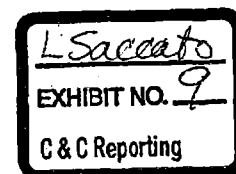
Send Inquiries to:
Cardmember Service
P.O. Box 6339
Fargo, ND 58125-6339

Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

Your Account
Online:
h-dvisa.com

End of Statement

USB/SACC 000392



May Statement for activity from Apr. 30, 2011 through May 31, 2011
KENDALL HOLDINGS

Inquiries: 1-800-285-8585
BNK 35 Page 1 of 2

Your U.S. Bank Platinum Visa® Card account at a glance Account: 4037 8400 0664 5319

Activity Summary		Payment Information	
Previous Balance	\$9,334.83	New Balance	\$8,965.98
Payments	\$0.00	Minimum Payment Due (Current Month)	\$0.00
Other Credits	\$0.00	Minimum Payment Due (Past Due)	\$0.00
Purchases	\$0.00	Total New Minimum Payment Due	\$0.00
Balance Transfers	\$0.00	Payment Due Date	Jun. 25, 2011
Advances	\$0.00	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.	
Other Debits	\$0.00		
Past Due Amount	\$0.00		
Fees Charged	\$0.00		
Interest Charged	\$0.00		
New Balance	\$8,965.98		
Credit Line	None		
Available Credit	None		
Statement Close Date	May 31, 2011		
Days In Billing Cycle	32		

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$8,965.98 by 06/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank

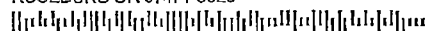


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To change your address or for
Cardmember Service please call:
1-800-285-8585 Every Hour! Every Day!

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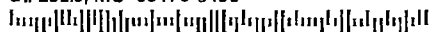
KENDALL HOLDINGS
1553 KENDALL ST.
ROSEBURG OR 97471-5323



Your Account Number:	4037 8400 0664 5319
Total New Balance:	\$8,965.98
Minimum Payment Due:	\$0.00
Payment Due Date:	Jun. 25, 2011
Enter Amount of Payment Enclosed:	

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408



USB/SACC 000578

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
- ▶ **Dollar amount:** The dollar amount of the suspected error.
- ▶ **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000579



May Statement for activity from Apr. 30, 2011 through May 31, 2011
KENDALL HOLDINGS

Inquiries: 1-800-285-8585
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$10,515.85	\$0.00	YES	\$0.00	0.00%		YES
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account: 403-784-0006/664-5319

By Telephone:
Every Hour! Every Day!
Voice: 1-800-285-8585
TDD: 1-888-352-6455
Fax: 1-866-568-7729

Send Inquiries to:
Cardmember Service
P.O. Box 6352
Fargo, ND 58125-6352

Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

By E-Mail:
visit our website:
usbank.com

End of Statement

USB/SACC 000580

Deposit Date	11/18/2008
Lockbox	0005408
Batch	0001052
Amnt	\$760.00
Acct Inv#	4833492000097646
Seq#	357
User1	483349
User2	00
Flag 1	48
Flag 2	
Flag 3	
Doc Grp	01
Eligible Amnt	\$443.00
User Amnt	\$20,976.52

Deposit Date	11/18/2008
Lockbox	0005408
Batch	0001052
Amnt	\$750.00
Acct#	76485174346380
Chk#	6380
RT	073000228
Seq#	358
Remitter	
Pymt Type	BC
Clr	NO
Chk Date	
Flag A	
Flag B	

EXHIBIT NO. L Saecoto
C & C Reporting

USB/SACC 000038

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May. 10, 2011 4:59PM (US BANK)ber.svc

MMNo. 7223 P.P. 2

Print Images

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Cardmember Service

Cardmember Service

Requested by: Cynthia Horner

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #29	Account No.: 4190080866700614	Check No.: 1183	Sequence No.: 002123025579
Amount: \$3600.00	Routing No.: 09100002	Date: 05/17/2005	
Front:			

LAWRENCE J SACCATO
1553 KENDALL ST
ROSEBURG OR 97470

U.S. Bank CreditLine Check **1183**

Date 5-11-05 17-2/310

Pay to the order of US Bank \$ 3600.00

Thirty six hundred and 00/100 Dollars

USbank www.usbank.com
Retail Payment Solutions
Payable Through
U.S. Bank National Association ND
Fargo, ND 58125

For [Signature]

⑆09100002⑆⑆410866700614⑆1183⑆0000360000⑆

Back:

⑆09100002⑆⑆410866700614⑆1183⑆0000360000⑆

<https://image.us.bank-dns.com/image/JSP/ReportX1.jsp>

 USB/SACC 001090
6/16/2011

Print Images

Page 3 of 50

Cardmember Service

Cardmember Service

Requested by: Cynthia Horner

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #3		Check No.: 9378		Sequence No.: 002626322779	
Account No.: 4190080866700614		Routing No.: 12300022		Date: 02/22/2006	
Amount: \$4000.00					
Front:					
LAWRENCE J SACCATO 1553 KENDALL ST ROSEBURG OR 97470-5323			Convenience Check 9378 Date <u>2-16-06</u> 24-22/1230		
Pay to the order of <u>US Bank</u> \$ <u>4000.00</u> <u>Four thousand and 00/100</u>			Dollars		
usbank Five Star Service Guaranteed (2)			www.usbank.com Retail Payment Solutions Payable Through U.S. Bank National Association ND Fargo, ND 58125		
For <u>[Signature]</u>			MICR: ⑆ 1 23000220⑆ 1 208667006 ⑆ 4 09378 ⑆ 0000100000⑆		
Back:					
091699922 02222306 1916 S/T 039 ID 71 PKT 1 ACCT 2502150154562 002626322779					
DO NOT SIGN WITHIN THIS LINE FOLLOW THIS LINE					

<https://image.us.bank-dns.com/image/JSP/ReportX1.jsp>

 USB/SACC 001064
 6/16/2011

CERTIFICATE OF SERVICE

I am over the age of 18 and am not a party to the within action. I am employed in Multnomah County, State of Oregon, and my business address is 621 SW Morrison St., Suite 1450, Portland, Oregon 97205.

On November 7, 2011, I served the following document(s):

DECLARATION OF STEPHANIE BUCKLEY IN SUPPORT OF DEFENDANT U.S. BANK'S MOTION FOR SUMMARY JUDGMENT

on the party or parties listed on the following page(s) in the following manner(s):

☐ **BY HAND DELIVERY:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by messenger to the street address(es) indicated on the attached service list.

☐ **BY FEDERAL EXPRESS:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by Federal Express to the street address(es) indicated on the attached service list.

☒ **BY FIRST-CLASS MAIL:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be deposited in the United States mail at Portland, Oregon, with first-class postage thereon fully prepaid and addressed to the street address(es) indicated on the attached service list.

☐ **BY FACSIMILE:** For each party, I caused a copy of the document(s) to be sent by facsimile to the facsimile number(s) indicated on the attached service list. If this action is pending in Oregon state court, then printed confirmation of receipt of the facsimile generated by the transmitting machine is attached hereto.

☐ **BY E-MAIL:** For each party, I caused a copy of the document(s) to be sent by electronic mail to the e-mail address(es) indicated on the attached service list. If this action is pending in Oregon state court, then I received confirmation that the e-mail was received.

☐ **BY ECF:** For each party, I caused a copy of the document(s) to be sent by electronic mail via ECF to the e-mail address(es) indicated on the attached service list.

I declare under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

/s/Christopher J. Kayser

Christopher J. Kayser

Lawrence James Saccato
c/o 6387 Old Hwy 99 S
Roseburg Oregon 97470